

VIRGIN BROADBAND
BROADBAND SERVICES DESCRIPTION

Click on the page number of the section that *you* are interested in

1	ABOUT THIS SERVICE DESCRIPTION	3
2	HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT?.....	3
3	THE SERVICE.....	3
3.1	What is the <i>service</i> ?.....	3
3.2	Who supplies the <i>service</i> ?	3
3.3	How will we supply the <i>service</i> to <i>you</i> ?	4
3.4	What do we provide as part of the <i>service</i> ?	4
3.5	Coverage	4
3.6	Data Transfer Speeds.....	5
3.7	Limitation on connection to the <i>service</i>	5
3.8	How do <i>you</i> register for the <i>service</i> ?	5
3.9	<i>Your</i> e-mail <i>account</i>	5
4	USE OF THE SERVICE.....	6
5	DATA USAGE LIMITATIONS	7
6	SERVICE CHARGES	7
6.1	What does the cost of the <i>service</i> depend on?.....	7
6.2	What are the fees and charges for using the <i>service</i> ?.....	8
6.3	Mobile Broadband <i>premature evacuation fee</i>	8
6.4	Can <i>you</i> change <i>your pricing plan</i> ?	8
6.5	How often will we bill <i>you</i> ?	9
6.6	What will appear on <i>your</i> bill?	9
6.7	We may use a billing agent to bill <i>you</i>	9
6.8	What types of payment methods may <i>you</i> use?	9
6.9	When must <i>you</i> pay <i>your</i> bill?	9
6.10	What happens if <i>you</i> do not pay <i>your</i> bill by the due date?	9
6.11	Multiple <i>services</i>	10
6.12	What happens if <i>you</i> have overpaid?	10
7	REQUIRED EQUIPMENT AND SOFTWARE.....	11
7.1	How do <i>you</i> access the <i>service</i> ?	11
7.2	<i>Home modem</i> and the <i>SIM card</i>	11
7.3	<i>Your</i> computer	12
7.4	<i>Software</i>	12
7.5	How does the <i>USB modem</i> or <i>home modem</i> choose a <i>network</i> to supply the <i>service</i> ?	12
7.6	<i>International Roaming</i> using Mobile Broadband.....	13
8	REGISTRATION.....	13
8.1	How do <i>you</i> connect to the <i>service</i> ?	13
9	WARRANTIES	13

10 WHAT HAPPENS IF YOU MOVE PREMISES? 14

10.1 If you move *premises* and the Broadband at Home *service* is available at your new *premises*: 14

10.2 If you move *premises* and the *service* is not available at your new *premises*: 14

10.3 Giving us notice of your new address..... 14

11 SUSPENSION OR CANCELLATION OF THE SERVICE..... 14

12 CUSTOMER SERVICE..... 15

13 SUPPLIER AND THIRD PARTY SERVICES 15

14 BROADBAND AT HOME 30 DAY SATISFACTION GUARANTEE 15

1 ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Virgin Broadband *services*.
- (b) *Your agreement* with us for the supply of the *service* is made up of:
 - (i) *your application*;
 - (ii) the *general terms*;
 - (iii) this *service description*;
 - (iv) the *pricing tables*; and
 - (v) the *appendices*.
- (c) You may obtain a copy of the latest version of the *general terms*, *service description*, *pricing tables* and *appendices* from us or on our website: www.virginmobile.com.au/sfoa.html
- (d) Where you may be charged a fee or charge, then this fee or charge is set out in the *pricing tables*. Please check the *pricing tables* carefully to see what fees or charges apply to your use of the *service*.
- (e) The meaning of the words printed *in italics like this* is set out in the *dictionary*.

2 HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT?

If we change the terms of the *agreement*, in addition to any other method of notification in writing (including, but not limited to, by mail or *e-mail*), we may notify you of the change by notice on the Virgin Broadband website: www.virginbroadband.com.au.

3 THE SERVICE

3.1 What is the *service*?

- (a) The *service* allows you to access the Internet and related data services from your computer via a wireless connection for your own personal use. There are two methods of access using the *service*:
 - (i) You can access the Mobile Broadband *service* via a *USB modem* and the *software* loaded onto your computer in any location covered by our *network*.
 - (ii) You can access the Broadband at Home *service* from your *premises* via a *home modem* that connects you to our *network*.
- (b) **The Broadband at Home *service* can only be used at your *premises*.**

3.2 Who supplies the *service*?

Virgin Mobile (Australia) Pty Limited (ABN 67 092 726 442) supplies the *service* to you.

3.3 How will we supply the service to you?

- (a) We may modify aspects of the *service* and the delivery of the *service* to you if it is necessary to do so for the efficient operation of *our network*. We may, for example:
- (i) deliver access and *content* via proxy servers and caches,
 - (ii) manage the *network* to prioritise Internet traffic of certain types or users over others,
 - (iii) block or filter specific Internet ports,
 - (iv) block incoming and outgoing e-mail messages which exceed 10 megabytes in size,
 - (v) limit the number of addresses to whom an outgoing e-mail can be sent, or
 - (vi) refuse to accept incoming e-mail messages to mailboxes that have exceeded the e-mail storage limit.

3.4 What do we provide as part of the service?

- (a) We will provide you with:
- (i) the *required equipment* you order from us in your application,
 - (ii) a *self-installation kit*,
 - (iii) a *primary e-mail address* and the option of creating a number of additional e-mail addresses (further information can be found on the Virgin Broadband website: www.virginbroadband.com.au),
 - (iv) any *additional service features* you have selected, and
 - (v) access to Customer Service (see clause 12 below).
- (b) We are not responsible for installing, maintaining or providing on-site technical support in relation to the *required equipment*.
- (c) We will provide you with an IP address that your *USB modem* or *home modem* uses to connect to the *service*. This IP address remains *our* property and may change from time to time without any notification to you.
- (d) You must not configure your computer to connect to the *service* using a static IP address.

3.5 Coverage

- (a) The *service* is only available in areas covered by *our network*. You are responsible for inquiring whether coverage is available in the area in which you would normally use the *service*.
- (b) In areas that the *service* is available, it is technically impracticable for us to guarantee that:

- (i) the *service* is available in each place within an area where there is coverage,
 - (ii) 'drop-outs' will not occur,
 - (iii) there will be no delays in transferring data when switching between bearer *networks*, and
 - (iv) there will be no congestion on *our network*.
- (c) The coverage area of *the HSDPA* and *3G network* is not equal to the coverage area of the *GSM network*. For the latest coverage information visit www.virginbroadband.com.au.

3.6 Data Transfer Speeds

The speed of data transmitted using the *service* will vary depending on the following factors:

- (a) if *you* are located in an area covered by the *HSDPA*, *3G* or *GSM network* (for example, *you* will obtain faster transfer speeds if *you* are in an area covered by the *HSDPA network* than if *you* are in an area covered by the *GSM network*);
- (b) the number of users sharing *our network*;
- (c) *your* hardware and software;
- (d) general activity on the Internet; and
- (e) speed and capacity of the server *you* are accessing.

3.7 Limitation on connection to the *service*

To connect to the *service* *you* must:

- (a) meet all of the *minimum system requirements* (which are set out in Attachment 1 to this document), and
- (b) have all *required equipment*.

3.8 How do *you* register for the *service*?

You may apply to register for the *service* *by*:

- (a) entering details requested and following the steps in the online registration system at www.virginbroadband.com.au;
- (b) submitting a correctly completed application form; or
- (c) calling Virgin Broadband Telesales on 13 33 23.

3.9 *Your e-mail account*

- (a) To register *you* will be required to select an e-mail address (or username). E-mail addresses must meet *our* specifications as shown during signup and are subject to availability. *We* reserve the right to decline or delete e-mail

addresses that we reasonably consider to be offensive, defamatory, illegal or otherwise inappropriate without notice.

- (b) If we contact *you* by e-mail, the e-mail will be sent to *your primary e-mail address*.
- (c) *You* must monitor *your primary e-mail address* regularly to retrieve and review *your* e-mails.

4 USE OF THE *SERVICE*

- (a) *You* must pass a credit check at the time *you* apply for the *service*. The credit enquiry will remain on *your* credit file for up to 5 years.
- (b) We are not responsible for any Internet *content* that may be obtained via the *service*.
- (c) In order to provide *you* the *service*, we may collect certain information about the performance of the *service*, *your* computer and *your* use of the *service*. Unless we are permitted or required to do so under *our* privacy policy, we will not use this information to identify *you*.
- (d) *You* must:
 - (i) comply with the *Virgin Broadband Acceptable Use Policy* when using the *service*, and
 - (ii) ensure that the software *you* use with the *service* is properly licensed.
- (e) *You* must not, subject to paragraph (g) below:
 - (i) resell, share or otherwise distribute the *service* (or any part of the *service*) to any third party without *our* prior written consent, or
 - (ii) run or provide network services to others via the *service*.
- (f) *You* may connect a *LAN* to the *service* for private use, however the set-up and configuration of a *LAN* connected to the *home modem* is not supported by Customer Service.
- (g) In addition to any other obligations *you* may have under the *agreement* (including *your* obligations under the *general terms* and the *Broadband Acceptable Use Policy (Appendix D)*), *you* must not:
 - (i) move the *home modem* from *your premises*,
 - (ii) remove the *SIM card* from the *home modem*, or use it in any equipment other than the *home modem*;
 - (iii) use the *service* to *download* content continuously;
- (h) We may monitor *your service* to ensure that *you* are complying with the *agreement* including but not limited to, where the *service* is located. We are entitled to investigate any misuse of the *service*, including any breach of the *Acceptable Use Policy*, and may involve police or other law enforcement agencies in doing so. If we find that *you* have misused the *service*, we may recover from *you* any costs of investigating that misuse. If *your* misuse

causes *loss* to another user and we are required to pay compensation to that user, we may require *you* to reimburse *us*.

- (i) If *you* breach paragraph (h) above, we may, in addition to and without limiting *our* other rights under the *agreement*, immediately suspend or *cancel the service* without further notice.

5 DATA USAGE LIMITATIONS

- (a) *Your data usage* applies to *downloading* only. *Your data usage* does not apply to *uploading*.
- (b) If, in any given *usage period*, *your data usage* exceeds
 - (i) the *data allowance* for that *usage period*, then *your access* to the *service* will be *speed limited*. Please refer to the *pricing table* for details of *speed limiting* for *your pricing plan*;
 - (ii) 8GB for *your Broadband at Home service*, and 4GB for *your Mobile Broadband service*, then *your access* to the *service* will be further *speed limited* to 32 kbps, and

your access to the *service* will remain *speed limited* until the first day of *your next usage period*.

- (c) If *your data allowance* for that *usage period* exceeds 8GB for *your Broadband at Home service* or 4GB for *your Mobile Broadband service* on more than 2 occasions, we may *cancel your broadband service* upon notice to *you*.
- (d) *Your data usage* is reset to zero on the first (1st) day of each *usage period*. Any unused *data allowance* in any month cannot be rolled over into subsequent months.
- (e) We may notify *you* by e-mail to *your primary e-mail address* when *your data usage* has:
 - (i) exceeded 80% of *your data allowance*, and/or
 - (ii) exceeded 100% of *your data allowance* and *your access* to the *service* has become *speed limited*.
- (f) In addition, we provide the “My Broadband Usage” web-page to allow *you* to see *your data usage* for the current *usage period* and up to six months’ historical usage. The My Broadband Usage web-page is updated approximately every 20 minutes.
- (g) If *you* are using the *service* for peer to peer applications, the speed will be limited to 32kbps.

6 SERVICE CHARGES

6.1 What does the cost of the service depend on?

The cost of the *service*, once connected, depends on:

- (a) the cost (if any) of the *required equipment*,

- (b) the *pricing plan* you select (see *pricing tables*),
- (c) any changes you make to your *pricing plan*, the *additional service features* you use or acquire and if you accept the terms of a *special*.

6.2 What are the fees and charges for using the service?

- (a) You must pay:
 - (i) the fees and charges for the *service*, which are set out in the *pricing tables*, on our website www.virginbroadband.com.au, or in any applicable *special*, and
 - (ii) any additional fees and charges noted in the *agreement* (including in your *application*) or notified by us in accordance with the *agreement* from time to time.
- (b) You must pay all fees and charges which are incurred for the *service* even if you did not authorise its use, including any fees and charges incurred by your *secondary contact* arising from that person's access to and operation of your *account*.
- (c) You must pay the fees and charges for the *service* even if the *service* is unavailable or you are unable to access the *service*. However, you should check whether you are entitled to a refund or credit under clause 10.4 of the *general terms*.
- (d) If you have chosen the Broadband at Home option with a specified *minimum monthly spend* for the home phone *service* you will be charged that amount each month regardless of the actual usage of the *service* during that month.
- (e) In addition to the fees and charges you incur in the normal use of the *service* (including a *minimum monthly spend*, where applicable), we may charge you administration fees and other similar charges. These costs may include *connection fees*, suspension fees or *cancellation fees*, late payment fees, bill reprint fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the *pricing tables* for your *service*.

6.3 Mobile Broadband *premature evacuation fee*

For the Mobile Broadband *service*, where all or part of the cost of your *equipment* is included in the monthly cost of your *service*, if within 6 months of the *service start date*, you:

- (a) change your *pricing plan*; or
- (b) cancel the *service* with us;

you will be liable immediately to pay us an early termination charge. The amount of this charge (or "*premature evacuation fee*") is specified in the *pricing tables*, on our website www.virginbroadband.com.au and in the advertising material in which your package is advertised. You must pay this in addition to any charges incurred.

6.4 Can you change your *pricing plan*?

- (a) You may request to change your *pricing plan*:

- (i) if *your* current *pricing plan* allows *you* to change, and
 - (ii) if *you* meet the eligibility criteria of the *pricing plan* to which *you* want to change to.
- (b) Under the terms of a *pricing plan* or *special*, there may be certain conditions relating to changing *your pricing plan*.
 - (c) Changing *your pricing plan* does not affect the *minimum term* of *your agreement*.

6.5 How often will we bill you?

- (a) We will try to include on *your* bill all charges for the relevant billing period. However, this is not always possible and we may include these unbilled charges in a later bill(s).
- (b) We will send *you* an email notification each month, to *your* nominated email address, once *your* invoice is ready to view online. *You* may change *your* email address by logging onto “My Account” at www.virginmobile.com.au or by contacting *us*. *Your* bills are available to view online at “My Account” at any time.

6.6 What will appear on *your* bill?

- (a) We will charge *you* a pro-rated *minimum monthly spend* fee on *your* first bill we send *you* for the part of the month *your service* is connected.
- (b) We will place *your service* on a single bill with one or more other *services* that *you* have with *us*.

6.7 We may use a billing agent to bill you

We may bill *you* using a billing agent (which may be another *Virgin Mobile group company*).

6.8 What types of payment methods may *you* use?

- (a) *You* must pay for the *services* by direct debit from *your* bank account or credit or debit card.
- (b) If *your* payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque or a chargeback for a credit card payment), we may charge *you* a fee.

6.9 When must *you* pay *your* bill?

Subject to clause 10.4 of the *general terms*, *you* must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by *us*, except for any disputed fees or charges for which we have suspended payment obligations.

6.10 What happens if *you* do not pay *your* bill by the due date?

If *you* do not pay *your* bill by the date the payment is due, we may:

- (i) charge *you* a dishonour fee(s). *You* should see the relevant *pricing table* for the service concerned to check the late fee that applies.
 - (ii) debit *your* bank account with the overdue amount unless *we* have received notice from *you* disputing *your* bill. If a direct debit fails or is rejected, *we* reserve the right to pass on to *you* any charges *we* may incur,
 - (iii) suspend or *cancel the service*, in accordance with clause 12.1 of the *general terms* or 11.3 of the *general terms* as relevant or in accordance with this *service description*, *if, after contacting you for payment, payment is still outstanding*. If *we* suspend or *cancel the service*, *we* may charge *you* a suspension fee, *cancellation fee* or reconnection or reactivation fee. Reconnection or reactivation of the *service* is subject to payment of the reconnection or reactivation fee. *You* should see the relevant *pricing table* for the *service* concerned to check if a suspension fee, *cancellation fee*, reconnection or reactivation fee applies, and if so, what that fee is;
 - (iv) engage a mercantile agent to recover the money *you owe us*. If *we* engage a mercantile agent, *we* may charge *you* a recovery fee,
 - (v) notify credit reporting agencies as to *your* credit worthiness, credit standing and credit capacity; and where necessary, lodge a payment default against *your* personal credit file,
 - (vi) institute legal proceedings against *you* to recover the money *you owe us*. If *we* institute legal proceedings, *we* may seek to recover *our* reasonable legal costs reasonably incurred, and
 - (vii) on-sell any unpaid amounts to a third party. If *we* do this, any outstanding amounts will be payable to that third party.
- (b) If *your service* is suspended under clause (a)(iii) above, *you* must contact *us* to arrange alternative payment arrangements and, if *we* agree to lift the suspension, to arrange for the suspension to be lifted.

6.11 Multiple services

If *you* have more than one *service* with *us* and are in arrears in payment for any of *your services*, *we* may elect (with *your* consent) to recover any amounts outstanding for any of *your services* from any of *your accounts* for *services* that have positive balances or bill *you* for the use of *our service* on *your* other *account*.

6.12 What happens if you have overpaid?

- (a) If *you* have overpaid as a result of a billing error:
 - (i) *your account* will be credited with the amount *you* have overpaid, or
 - (ii) if *you* have stopped obtaining the *service*, *we* will use reasonable endeavours to notify *you* that *you* have overpaid and refund the over payment.
- (b) When *we* refund overpaid amounts under this clause 6.12, *we* will refund the overpaid amount to *you* by sending *you* a cheque, unless *your* overpayment

was made by credit card where we will pay the refund back against *your* credit card.

- (c) Any credits applied to *your account* will first be used to offset any outstanding overdue charges before a refund will be issued.

7 REQUIRED EQUIPMENT AND SOFTWARE

7.1 How do you access the service?

To access the *service* you need:

- (a) A computer conforming to the *minimum system requirements*;
- (b) With the Mobile Broadband option you need:
 - (i) a *USB modem*,
 - (ii) a *SIM card*, and
 - (iii) *our software* which will install onto *your* computer.
 - (iv) administrator access on the computer intended for use.
- (c) For the Broadband at Home option you need:
 - (i) a *home modem*
 - (ii) a *SIM card*.

7.2 Home modem and the SIM card

- (a) We own the *home modem* and the *SIM card* and they remain *our* property at all times.
- (b) We will request *you* to return the *home modem* and the *SIM card* if we issue *you* with a replacement *home modem* and *SIM card* or if we no longer supply the *service* to *you*. We will charge *you* a fee if *you* do not return the *home modem* and/or *SIM card* upon *our* request.
- (c) *You* must not interfere with or impair the operation of the *home modem* or *SIM card*.
- (d) *You* must:
 - (i) keep the *SIM card* secure,
 - (ii) not remove the *SIM card* from the *home modem* or *USB modem* (unless instructed to do so by *our personnel*), and
 - (iii) only use the *SIM card* to access *our service*.
- (e) If *you* remove the *SIM card* and/or use it in another device, we may cancel the *service* without notice.
- (f) The *home modem* will not operate in the event of a mains power failure and *you* will not be able to use the *service* to make or receive calls, including, for example, to emergency services.

- (g) You agree to take reasonable care of the *home modem* and *SIM card*, and agree that if *you* fail to do so *you* will be responsible for the costs of repair or replacement in the event that they are damaged, lost or stolen.

7.3 Your computer

- (a) In order to access the *service*, *you* must have a computer that meets the *minimum system requirements* (as set out in Attachment 1 below).

If *your* computer does not meet the *minimum system requirements*, *you* may not be able to use the *service* and Customer Service will not be able to provide any technical support.

7.4 Software

- (a) We will provide the *software* for use with the Mobile Broadband *service*.
- (b) You are granted a non-exclusive licence to use the *software* subject to the *agreement* and, if an *end user agreement* is provided, subject to the *end user agreement* provided with the *software* at the time of installation.
- (c) If the *service is cancelled*, *you* must cease using and delete the *software*.
- (d) We do not make any warranty or representation regarding the performance of any *software* provided to *you* in connection with the *service* as it operates on *your* computer.
- (e) The *software* may not be compatible with some operating systems, including versions of operating systems older than Microsoft Windows XP SP2 and Macintosh OS 10.4 operating systems. 64 bit editions of Windows may also be incompatible with the *service*.
- (f) We provide support for the *software*, but do not provide support for software not supplied by *us*.
- (g) You must not disassemble, decompile or reverse engineer any *software* provided by *us*.

7.5 How does the **USB modem or home modem** choose a **network** to supply the **service**?

- (a) The *USB modem* and *software* (in the case of the Mobile Broadband option) or the *home modem* (in the case of the Broadband at Home option) automatically transfers between the *HSDPA network*, the *3G network* and the *GSM networks*, maintaining *your* connection during data transfers. They monitor *network* availability and connect to one of the three *network* types in the following order:
- (i) HSDPA network;
 - (ii) 3G network; and
 - (iii) GSM network.
- (b) If the *network* *you* are connected to becomes congested and there is no other *network* available *your* connection may drop out. If there is congestion (or *you* move locations, if *you* have chosen the Mobile Broadband *service*), the *USB*

modem and *software* or *home modem* will determine if it is possible to select another *network* according to the hierarchy above.

- (c) During handover between *networks* there may be a short period of time (up to 20 seconds) during which data does not transfer.

7.6 **International Roaming using Mobile Broadband**

International Roaming is not available with the Mobile Broadband service.

8 **REGISTRATION**

8.1 **How do you connect to the service?**

To connect to the *service* you need to load the *USB modem* and *software* (for the Mobile Broadband option) or plug in the *home modem* (for the Broadband at Home option) and follow the installation instructions. Once installed you may connect to the *service* at any time during the term of the *agreement* by launching the *software* from your computer in any location covered by the *HSDPA network*, *3G network* and *GSM network*.

9 **WARRANTIES**

- (a) In addition to any statutory warranty to which you may be entitled, we provide the *warranty period* to you at no extra cost with equipment we supply.

- (b) If you notify us of a fault with the *USB modem* or *home modem* we have supplied to you within the *warranty period*, we will, at our option, repair, replace, or provide credit for the faulty item at no cost to you.

- (c) If we do not find a fault, or if the fault was caused by:

- (i) any equipment which is not owned by us (such as your computer),
- (ii) any interference caused by an *intervening event*,
- (iii) any interference with or modification to this equipment or a failure to use it in accordance with instructions, or
- (iv) damage caused by you,

then we will charge you for the repair or replacement including associated shipping, postage and handling.

- (d) Subject to our obligations under the statutory warranties (see clause 13.2(b) of the *general terms*), outside any *warranty period*, you are liable for the maintenance of the *USB modem* or *home modem* we have supplied to you. You must contact us for details on repairing or replacing the *USB modem* or *home modem*. If we replace that equipment, unless replacement arises as a result of a breach of a statutory warranty, we may charge you a fee including associated shipping, postage and handling. We will tell you how much these charges are likely to be before you incur them.

10 WHAT HAPPENS IF YOU MOVE PREMISES?

10.1 If you move *premises* and the Broadband at Home service is available at your new *premises*:

- (a) If you are still within the *minimum term* of your agreement then your agreement will continue to apply at your new address for the remainder of the *minimum term*. You must notify us before you move *premises*.

10.2 If you move *premises* and the service is not available at your new *premises*:

If you move *premises* and the service is not available at your new address:

- (a) we will cancel the service;
- (b) you must return the *home modem* to us; and
- (c) if as a result, the *service is cancelled* before the end of the *minimum term*, we may charge you:
- (i) a *cancellation fee*; and
- (ii) in addition, we may charge you the amount set out in the *pricing tables* if you do not return the *home modem* to us.

10.3 Giving us notice of your new address

You must give us notice of your new address before you move and must let us know prior to our *home modem* being relocated to another address. If you do not give us notice, we may *cancel your service* without further notice. If the *service is cancelled* before the end of the *minimum term*, we may charge you a *cancellation fee*.

11 SUSPENSION OR CANCELLATION OF THE SERVICE

- (a) In addition to our rights under the *general terms*, we may suspend or *cancel the service* without prior notice if you do not comply with:
- (i) clause 4(g), or
- (ii) clause 7.2(d).
- (b) If your *service* is suspended, you may be charged a suspension fee as set out in the *pricing tables*.
- (c) If the *service is cancelled* under the *agreement*, we are authorised to delete any files, programs, data and e-mail messages stored in your *primary e-mail address* (and any associated e-mail addresses).
- (d) If your Mobile Broadband *service is cancelled* within your *minimum term*, you must pay the *cancellation fee* as set out in the *pricing tables* and/or any advertising material.
- (e) If your Broadband at Home *service is cancelled*:
- (i) subject to clause 10.2, you will be charged the relevant *cancellation fee* as set out in the *pricing tables* if your *service is cancelled* within the *minimum term*, and

- (ii) *you* will be charged the amount set out in the *pricing tables* if *you* do not return the *home modem* to *us*.

12 CUSTOMER SERVICE

- (a) If *you* require support with *your* connection to the *service* or have any questions relating to that connection or *you* need to report a fault *you* can contact Customer Service.
- (b) We will provide customer service and technical support for the connection of a single computer that meets the current *minimum system requirements* to the *service*. We will not provide customer service for networking devices or *LAN* to the *service* or for third party webmail programs.
- (c) Customer service may only provide limited assistance for equipment and software supplied by *you*. However, full customer service is provided regarding billing, passwords, e-mail and online services. Customer service will also provide assistance for setting up a new Internet connection and setting up e-mail addresses.
- (d) We may refer *you* to a third party for technical support that is of a complex nature, such as setting up home networks, file or printer sharing, for peripherals, such as printers, switches/hubs, USB hubs, mice, keyboards, third party e-mail programs and some internet browsers. The terms and conditions of any third party suppliers apply to any services supplied by them and charges for their services are payable directly to them.

13 SUPPLIER AND THIRD PARTY SERVICES

You acknowledge that:

- (a) the *service* relies on the services of *suppliers* for its operation, who are not controlled by *us*, and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
 - (i) *your* right or ability to use, access or transmit any *content* using the *service*,
 - (ii) the accuracy or completeness of any *content* which *you* may use, access or transmit using the *service*,
 - (iii) the consequences of *you* using, accessing or transmitting any *content* using the *service*, including without limitation any virus or other harmful software, and
 - (iv) any charges which a third party may impose on *you* in connection with their services accessed via the *service*.

14 BROADBAND AT HOME 30 DAY SATISFACTION GUARANTEE

- (a) If for any reason *you* change *your* mind about the Broadband at Home *service*, *you* can *cancel your service* without penalty at any time up to 30 days from the date *you* receive the *home modem*.

- (b) If you want to *cancel* please call Customer Service on 1300 555 100, or e-mail us at support@virginbroadband.com.au. You must provide us with the following information: *your* name, address and mobile number (if applicable); *your* home phone number; and (where possible) a brief explanation of why you have decided to *cancel your service*.
- (c) This 30 day satisfaction guarantee can only be claimed once at *your premises*.
- (d) If *your home phone number is transferred* or in the process of *transferring to us*, you cannot claim this 30 day satisfaction guarantee. We recommend that you *transfer your phone number* after 30 days.
- (e) In moving *your services* to Broadband at Home both *we* and *your* existing provider will make changes to *your telephone network access*. We cannot guarantee continuity of *your* existing telephone *service* if you *cancel* after we have started the *transfer* process.
- (f) If you *cancel* under the 30 day satisfaction guarantee, then:
- (i) You are responsible for arranging the provision of services by an alternative provider after you *cancel your service* with us. This will include where you decide to return to *your* previous provider. Except in the case of *our* negligence, we will not be liable to you for any *loss* of service or lack of continuity of service arising under clause 14(e) or this clause 14(f),
- (ii) You must return all *equipment* supplied to you intact, in good condition and in the original packaging. You must call us to get a return authorisation number. We will then send you a satchel to return the equipment.
- (g) If you do not return the equipment to us within 30 days of *cancelling the service* we will charge you the full value of the equipment (as detailed in the *pricing table* at www.virginbroadband.com.au).
- (h) We will charge you the cost of repairing or replacing any *equipment* that is not returned to us or is returned to us damaged.
- (i) You must pay for:
- (i) any usage charges you incur up to the *cancellation date* which are not included in *your* included call component of *your pricing plan* (such as calls to mobiles not on the *Virgin Mobile network*, calls to special numbers and international calls), and
- (ii) any support or installation services performed by a third party supplier for any services performed by them.
- (j) The 30 day satisfaction guarantee set out in this clause 14 is in addition to any rights you may have under the statutory warranties (see clause 13.2(b) of the *general terms*).

CONTACT DETAILS	
Customer Service	On the Internet – www.virginbroadband.com.au By phone – 1300 555 100 E-mail: support@virginbroadband.com.au
National Relay Service	133 677
Translating and Interpreting Service	131 450
Copyright officer	copyright@virginbroadband.com.au

ATTACHMENT 1

MINIMUM SYSTEM REQUIREMENTS

MOBILE BROADBAND AND BROADBAND AT HOME OPTIONS

	Broadband At Home	Mobile Broadband
General requirements	<ul style="list-style-type: none"> • Ethernet port if connecting via Ethernet • Wireless networking device if connecting wirelessly 	<ul style="list-style-type: none"> • USB port (Type A) • 20Mb of free hard disk space
Mac OSX 10.4	<ul style="list-style-type: none"> • Macintosh computer with an Intel, PowerPC G3, G4 or G5 processor • 512MB of RAM 	
Windows XP*	<ul style="list-style-type: none"> • Pentium 300MHz processor or equivalent • 128MB of RAM 	
Windows Vista Home Basic*	<ul style="list-style-type: none"> • 1 GHz 32-bit (x86) or 64-bit (x64) processor • 512 MB of RAM 	
Windows Vista Home Premium/Ultimate*	<ul style="list-style-type: none"> • 1 GHz 32-bit (x86) or 64-bit (x64) processor • 1 GB of RAM 	

* 64-bit editions of Windows are not currently supported